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13 FIJI WATER COMPANY LLC

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16 KELLY STEINBACH,

17 Plaintiff,

18 vs.

19 THE WONDERFUL COMPANY LLC and
20 FIJI WATER COMPANY LLC,

21 Defendants.

Case No. 19STCV03256

[Assigned for All Purposes to The Hon.
Richard E. Rico, Dept. 17]

**DEFENDANT AND CROSS-
COMPLAINANT FIJI WATER
COMPANY LLC'S CROSS-COMPLAINT
AGAINST PLAINTIFF AND CROSS-
DEFENDANT KELLY STEINBACH**

DEMAND FOR JURY TRIAL

Action filed: January 31, 2019

22 FIJI WATER COMPANY LLC,

23 Cross-Complainant,

24 vs.

25 KELLY STEINBACH,

26 Cross-Defendant.

1 Defendant and Cross-Complainant FIJI Water Company LLC ("FIJI" or "Cross-
2 Complainant") hereby alleges as follows:

3 **NATURE OF THE PARTIES' PRESENT DISPUTE**

4 1. This action arises from simple greed on the part of Cross-Defendant Kelly
5 Steinbach (professionally known as Kelleth Cuthbert) and her agents. Ms. Steinbach reneged on
6 the valid agreement between herself and FIJI to serve as a Fiji Water Brand Ambassador and
7 permit FIJI to use her likeness in its related advertising campaign, and instead, attempted to extort
8 close to half a million dollars from FIJI because she wanted a better deal than the original \$90,000
9 she had originally accepted in exchange for such rights. FIJI refused to pay this steep ransom and
10 instead insisted upon its contractual rights.

11 2. In a blatant attempt to skirt her contractual obligations, on January 31, Ms.
12 Steinbach sued FIJI and an affiliated company, The Wonderful Company, alleging that the parties'
13 contractual agreements and her very own signature (captured on videotape and in photographs),
14 were somehow "fake" or otherwise nonexistent and that, consequently, FIJI had utilized her
15 likeness in its advertising campaign without her consent. While such claims are false and belied
16 by the facts, the irony is not lost on FIJI that Ms. Steinbach has now bitten the hand that feeds her
17 by suing the very company that is entirely responsible for providing her the opportunity and the
18 means to capitalize on her fleeting 15 minutes of internet fame.

19 3. Ms. Steinbach's decision to bring suit against FIJI for her baseless claims
20 necessitates FIJI bringing the present Cross-Complaint against her to defend itself and enforce its
21 rights under the parties' agreement that Ms. Steinbach has materially breached and that expressly
22 permit the use of her likeness in FIJI's advertising campaign, all of which Ms. Steinbach and/or
23 her agents knowingly consented and agreed to.

24 **GENERAL ALLEGATIONS**

25 4. FIJI is a limited liability company organized under the laws of the State of
26 Delaware, doing business in the State of California. FIJI sells FIJI® Water, natural artesian water
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1 bottled at the source in Viti Levu (Fiji islands), and is the No. 1 premium bottled water in the
2 United States.

3 5. Upon information and belief, Plaintiff and Cross-Defendant Kelly Steinbach is a
4 resident of Los Angeles County.

5 6. Jurisdiction and venue are appropriate in this court pursuant to Cal. Code of Civil
6 Procedure § 426.30 and § 395(a) a substantial part of the acts, omissions, breaches of duty, claims
7 and injuries occurred in the County of Los Angeles, California and relate to the Complaint filed in
8 this action. Moreover the parties engage in business in the County of Los Angeles, California, and
9 a substantial portion of the documents, witnesses and evidence relevant to these claims is located
10 within the County of Los Angeles.

11 7. For nearly a decade, FIJI has employed the use of various models to serve FIJI
12 Water at various media events and awards shows in an effort to promote FIJI Water. At such
13 events, the models typically wear blue outfits and serve FIJI Water from trays to the attendees of
14 these events.

15 8. On January 6, 2019, FIJI similarly contracted with a company, Matrix Staffing, to
16 provide models to serve FIJI Water to celebrities on the red carpet preceding the 76th Golden
17 Globe Awards ("Golden Globes") at the entrance to the Beverly Hilton in Beverly Hills,
18 California.

19 9. Ms. Steinbach was one of the models provided by Matrix Staffing to serve FIJI
20 Water at the Golden Globes red carpet media event.

21 10. During the red carpet event, Ms. Steinbach (who professionally goes by the name
22 Kelleth Cuthbert), while serving FIJI Water at the event, intentionally inserted herself into the
23 background of various photos taken of celebrities, often looking directly into the camera, in an act
24 that is commonly known as "photobombing".

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1 11. An example of Ms. Steinbach photobombing two such celebrities at the Golden
2 Globes can be seen below:



8 12. The photos of Ms. Steinbach photobombing celebrities became widely circulated
9 on the internet and as viral internet memes on various social media websites and apps.

10 13. The very next day, on Monday January 7, 2019, FIJI's Vice President of Marketing,
11 Clarence Chia, and Ms. Steinbach's agent, Steve Miller of Wilhelmina Models, began negotiations
12 relating to Ms. Steinbach serving as a FIJI Water Brand Ambassador and for FIJI to be able to use
13 Ms. Steinbach's likeness. While those negotiations occurred, Mr. Miller and FIJI preliminarily
14 agreed that Ms. Steinbach would make a number of media appearances for FIJI for a per-
15 appearance fee of \$1,200 for various agreed-upon media appearances occurring between January 7
16 through January 9, 2019.

17 14. On the evening of January 8, in an email exchange between Mr. Chia and Mr.
18 Miller, Mr. Miller, as agent for Ms. Steinbach, agreed to the terms of a one-year exclusivity
19 agreement, commencing on January 9, for Ms. Steinbach to engage as a consultant for FIJI Water
20 as a FIJI Water Brand Ambassador for payment of \$75,000 plus 20% (for a total of \$90,000) by
21 FIJI Water (the "Email Agreement"). Importantly, those agreed-upon terms included the
22 following: **"FIJI Water has right to use Cuthbert's name, likeness and performance during**
23 **the term in connection with her acting as FIJI Water Brand Ambassador."** Mr. Miller
24 unequivocally wrote to FIJI that with respect to the above terms (including FIJI's rights to use Ms.
25 Steinbach's likeness): **"Understood. We're in agreement."**

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15. A screen shot of the Email Agreement is set forth below:

From: Steve Miller <Steve.Miller@wilhelmina.com>
Sent: Tuesday, January 8, 2019 9:57:21 PM
To: Chia, Clarence
Subject: Re: Daily Mail TV (NYC) Interview - #FIJIwatergirl - Kelleth Cuthbert

Understood. We're in agreement.

Sent from my iPhone

On Jan 8, 2019, at 9:28 PM, Chia, Clarence <Clarence.Chia@fijiwater.com> wrote:

Critics Choice Awards and Screen Actors Guild Awards were confirmed prior to the Golden Globes.

From: Steve Miller <Steve.Miller@wilhelmina.com>
Sent: Tuesday, January 8, 2019 9:24:39 PM
To: Chia, Clarence
Subject: Re: Daily Mail TV (NYC) Interview - #FIJIwatergirl - Kelleth Cuthbert

How many pre-confirmed staffing arrangements have been made and for which award shows?

Sent from my iPhone

On Jan 8, 2019, at 9:14 PM, Chia, Clarence <Clarence.Chia@fijiwater.com> wrote:

Great, with the exception of pre-confirmed staffing arrangements at future awards shows and the media appearances for tomorrow (1/9), can you please confirm the below is accurate:

- Kelleth Cuthbert to serve as FIJI Water Brand Ambassador
 - Participate in a minimum of (3) appearances booked by FIJI Water
 - Adhere to FIJI Water's messaging guidelines and endorser guidelines
- FIJI Water has right to use Cuthbert's name, likeness and performance during the term in connection with her acting as FIJI Water Brand Ambassador
 - FIJI owns all rights to "FIJI Water Girl" and Cuthbert agrees to assign any rights developed or obtained by her to FIJI Water
- Exclusivity: During term, Cuthbert shall not engage in, nor authorize use of her name or likeness, in connection with any advertising, marketing or promotion with any other food or beverage products including red carpet events.
- Term: 1 year (1/9/19 – 1/8/20)
- Fee: \$75,000 + 20%

16. In reliance upon the Email Agreement and Mr. Miller's confirmation that FIJI Water was permitted to use Ms. Steinbach's likeness in connection with serving as a FIJI Water Brand Ambassador, FIJI Water began creating and ordering life-size cardboard cut-outs of Ms. Steinbach which were intended to be placed at point-of-sale ("POS") retail locations where FIJI Water is sold in the United States. The cut-outs were intended to permit retail customers to take photos of themselves being "photobombed" by the image of Ms. Steinbach.

17. On January 9, 2019, the very morning after the Email Agreement was finalized, Ms. Steinbach appeared on live television on KTLA 5 Morning News, which is published in its entirety at the following internet link: <https://youtu.be/RH7dKDiJdMc?t=190>. During her interview, Ms. Steinbach was specifically asked if she had agreed to become a "FIJI Water Ambassador." Ms. Steinbach corrected the interviewer to confirm that she had actually agreed to be a FIJI Water **Brand** Ambassador, confirming the exact language used in the Email Agreement that permitted FIJI Water to use Ms. Steinbach's likeness. Ms. Steinbach would not have been able to confirm she was a FIJI Water Brand Ambassador had the Email Agreement not been

1 finalized between FIJI and Ms. Steinbach.

2 18. That afternoon, Ms. Steinbach came to FIJI Water's offices in Los Angeles to sign a
3 formal Consulting Services Agreement (the "Consulting Agreement") with FIJI Water which set
4 forth the critical email terms previously agreed to by Mr. Miller on behalf of Ms. Steinbach. The
5 Consulting Agreement was provided to Ms. Steinbach's agent, Mr. Miller, in advance of her visit
6 to FIJI's offices. Ms. Steinbach signed the Consulting Agreement during a videotaped and
7 photographed signing session to memorialize the parties' new contractual relationship.

8 19. One of the owners of FIJI Water, Lynda Resnick, signed the Consulting Agreement
9 on FIJI's behalf during the taped signing session. Mrs. Resnick also gave a gift of blue earrings to
10 Ms. Steinbach to commemorate the new business relationship, which Ms. Steinbach accepted.

11 20. Additionally, during her visit to FIJI Water's offices, Ms. Steinbach was presented
12 with samples of the cardboard life-size cut-outs of her likeness and was informed that such cut-
13 outs would be placed at point-of-sale locations for FIJI Water as part of her new role as FIJI Water
14 Brand Ambassador.

15 21. Ms. Steinbach approved and consented to the use of her cut-outs at that time for
16 FIJI's advertising campaign, and in fact, loved them so much that she had FIJI take pictures of her
17 standing next to her own cardboard cut-out of her likeness. Ms. Steinbach then widely broadcast
18 such pictures on her own Instagram account on the internet that same day with approving
19 commentary. A copy of Ms. Steinbach's Instagram post is below:



1 22. Paragraph 7 of the Consulting Agreement signed by Ms. Steinbach incorporated the
2 terms of the already-agreed upon language from the Email Agreement and states explicitly that
3 **"During the Term [FIJI Water] shall have the right to use in any manner or media [Ms.**
4 **Steinbach's] name, aliases, voice, performance and likeness in connection with her acting as**
5 **a FIJI Water Brand Ambassador."**

6 23. Paragraph 6 of the Consulting Agreement states that during the year-long term of
7 the Consulting Agreement, Ms. Steinbach "shall neither engage in, nor authorize use of her name
8 or likeness in or in connection with, any advertising, marketing or promotion of any other food or
9 beverage products, including without limitation at any red carpet events."

10 24. Paragraph 11 of the Consulting Agreement also authorizes that "[i]n the event of
11 any suit, action or proceeding arising in connection with this Agreement, the prevailing party shall
12 be entitled to recover all reasonable attorneys' costs and fees (based on market rates) incurred by
13 such party in suit, action or proceeding from the non-prevailing party..."

14 25. Following the signing event, Ms. Steinbach took the only signed copy of the
15 Consulting Agreement with her.

16 26. Immediately following the signing event, a PR representative for FIJI Water sent
17 Ms. Steinbach a text asking: "How did it go? Are you still [at FIJI's offices]?" Ms. Steinbach
18 responded: "It went amazingly!! Everybody was so kind. Just made it home :)"

19 27. On information and belief, and unbeknownst to FIJI, Ms. Steinbach later
20 intentionally destroyed the only signed copy of the Consulting Agreement. A copy of the
21 Consulting Agreement with the exact terms that were contained in the signed copy destroyed by
22 Ms. Steinbach is attached as Exhibit A.

23 28. Ms. Steinbach's act of destroying the signed copy of the Consulting Agreement
24 does not render the Consulting Agreement "fake" as she has alleged in her Complaint, nor does it
25 render the signing event or her very own signature captured on videotape and photographs "fake".
26 Rather, Ms. Steinbach is still bound to the terms contained in the Email Agreement and Consulting
27 Agreement that she agreed to, and her subsequent destruction of the Consulting Agreement does
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1 not obviate Ms. Steinbach's duties to comply with the provisions in her agreements with FIJI or be
2 bound by their terms.

3 29. In reasonable reliance upon the parties' Consulting Agreement and the earlier Email
4 Agreement, as well as Ms. Steinbach's own written and verbal consent to use of the cardboard
5 cutouts in connection with her role as a FIJI Water Brand Ambassador, FIJI distributed POS
6 displays utilizing the cardboard cut-out of Ms. Steinbach at various retail outlets in the United
7 States.

8 30. Ms. Steinbach was well aware that FIJI was using such cut-outs at POS locations.
9 On the morning of January 11, 2019, Ms. Steinbach sent a text to FIJI's PR representative,
10 attaching a photo showing her cardboard cut-out in the background effectively "photobombing" a
11 celebrity exiting a Bristol Farms grocery store. Ms. Steinbach's text to FIJI also commented on
12 the photo with the following message: I'm dead 🤔🤔🤔, indicating that Ms. Steinbach thought
13 the use of her image by FIJI in its advertising campaign was so humorous and funny, it brought
14 tears to her eyes.

15 31. Indeed, upon learning of the use of her images at POS retail locations, Ms.
16 Steinbach did not question FIJI's rights to use her image in such advertising, but instead (and
17 consistent with the expectations of the parties under the Email and Consulting Agreements), began
18 frequently and approvingly posting to her hundreds of thousands of followers on social media
19 various photos of FIJI Water's actual use of her cardboard likeness at POS locations such as

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1 grocery stores. Ms. Steinbach posted amusing comments in connection with these images such as
2 "Even when I'm not there, I'm still there" and "Lol" (meaning "laughing out loud"). An example
3 of Ms. Steinbach's social media posts is below:



18 32. Ms. Steinbach's approving comments that she posted in connection with FIJI's POS
19 displays is consistent with the parties' prior agreement that FIJI could use her likeness in
20 connection with her role as a FIJI Water Brand Ambassador.

21 33. Indeed, if Ms. Steinbach thought such POS displays constituted an improper
22 appropriation of her likeness, she greatly exacerbated her own alleged financial and emotional
23 injury by unnecessarily re-broadcasting such displays to her hundreds of thousands of social media
24 followers.

25 34. On January 10, 2019, and only after FIJI had deployed its POS advertising displays
26 in reliance upon the parties' agreements and Ms. Steinbach's own verbal consent, Mr. Miller began
27 requesting that the existing agreement between the parties be amended with respect to the scope of
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1 FIJI's use of Ms. Steinbach's likeness. Mr. Miller did not at that time indicate any belief that the
2 Consulting Agreement was "fake" or otherwise invalid in connection with amending the parties'
3 agreements.

4 35. However, despite the parties' existing agreement, and only after FIJI Water had
5 already invested and implemented its cardboard cut-outs at POS locations, on January 12, Ms.
6 Steinbach's attorney, Will Jacobson, first informed FIJI Water that Ms. Steinbach was repudiating
7 the parties' agreement, and stated his belief that no agreement existed between the parties and that
8 Ms. Steinbach had not in fact signed the Consulting Agreement.

9 36. Indeed, rather than comply with the parties' obligations under their agreement, Mr.
10 Jacobson informed FIJI Water that Ms. Steinbach would not agree to be a FIJI Water Brand
11 Ambassador or permit FIJI Water to use her likeness unless it paid half a million dollars for a
12 significantly narrowed six month exclusivity term that applied solely to water (rather than all food
13 and beverage as contemplated in the original agreements).

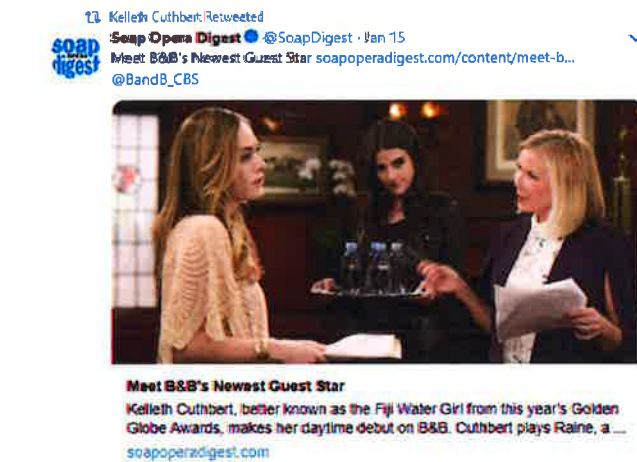
14 37. Ms. Steinbach essentially reneged on the parties' agreement with the apparent
15 intent of unilaterally renegotiating its terms, in an effort to extract an almost ten-fold increase in
16 compensation from FIJI Water. Ms. Steinbach's repudiation of the agreement was a material
17 breach of her obligations under the agreement.

18 38. Ms. Steinbach and her agents intentionally denied the existence of the Email and
19 Consulting Agreements (despite at all times knowing that both agreements were valid and
20 enforceable and that she had expressly consented to FIJI's use of her likeness) for the sole purpose
21 of attempting to improperly extract additional money from FIJI and/or capitalize off of FIJI's
22 fame, including for use in unauthorized product endorsements and other appearances. Ms.
23 Steinbach's improper and false denials of her contractual relationship with FIJI has cost FIJI the
24 goodwill of its customers and business partners and caused injury to its business reputation.

25 39. As a result of Ms. Steinbach's material breach, FIJI was forced to remove its cut-
26 outs from POS locations beginning January 17, 2019, and incurred significant costs in doing so.

27 40. Ms. Steinbach additionally began to materially breach the Email and Consulting
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Agreements by authorizing her likeness in connection with the advertising of food and beverage products, including promotions for food products made by Stella & Chewys, and bottled water products promoting the television shows *Inside Edition* and *The Bold and the Beautiful*. Some examples of these promotions improperly authorized by Ms. Steinbach are reproduced below:



FIRST CROSS-CLAIM

(BREACH OF WRITTEN CONTRACT – EMAIL AGREEMENT)

41. FIJI realleges and incorporates by reference paragraphs 1-40 of this Cross-Complaint as if fully set forth herein.

42. On January 8, 2019, FIJI and Ms. Steinbach, through her agents, entered into the Email Agreement.

43. FIJI has performed all conditions, covenants and promises required to be performed

1 by it under the Email Agreement or, alternatively, FIJI had the ability to perform, and was ready
2 and willing to do so, but for Ms. Steinbach's material breach of the Email Agreement.

3 44. Ms. Steinbach breached the Email Agreement as described above, including by
4 refusing to serve as a FIJI Water Brand Ambassador, by refusing to permit FIJI Water to use Ms.
5 Steinbach's likeness, by authorizing the use of her likeness in advertising that featured non-FIJI
6 related food and beverage products, and by otherwise repudiating the existence of the Email
7 Agreement and her obligations thereunder.

8 45. Ms. Steinbach's conduct constituted material breaches of the Email Agreement.

9 46. As a result of Ms. Steinbach's breaches as referenced above, FIJI was damaged in
10 an amount to be proven at trial.

11 **SECOND CROSS-CLAIM**

12 **(BREACH OF WRITTEN CONTRACT – CONSULTING AGREEMENT)**

13 47. FIJI realleges and incorporates by reference paragraphs 1-40 of this Cross-
14 Complaint as if fully set forth herein.

15 48. On January 9, 2019, FIJI and Ms. Steinbach entered into and executed the
16 Consulting Agreement.

17 49. FIJI has performed all conditions, covenants and promises required to be performed
18 by it under the Consulting Agreement or, alternatively, FIJI had the ability to perform, and was
19 ready and willing to do so, but for Ms. Steinbach's material breach of the Consulting Agreement.

20 50. Ms. Steinbach breached the Consulting Agreement as described above, including
21 by refusing to serve as a FIJI Water Brand Ambassador, by refusing to permit FIJI Water to use
22 Ms. Steinbach's likeness, and by authorizing the use of her likeness in advertising that featured
23 non-FIJI related food and beverage products, and by otherwise repudiating the existence of the
24 Consulting Agreement and her obligations thereunder.

25 51. Ms. Steinbach's conduct constituted material breaches of the Consulting
26 Agreement.

27 52. As a result of Ms. Steinbach's breaches as referenced above, FIJI was damaged in
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1 an amount to be proven at trial.

2 **THIRD CROSS-CLAIM**

3 **(BREACH OF EXPRESS ORAL CONTRACT)**

4 53. FIJI realleges and incorporates by reference paragraphs 1-40 of this Cross-
5 Complaint as if fully set forth herein.

6 54. On or about, January 9, 2019, FIJI and Ms. Steinbach entered into an express oral
7 agreement, consenting to the use of her likeness in exchange for a payment of \$90,000.

8 55. FIJI has performed all conditions, covenants and promises required to be performed
9 by it under the oral agreement or, alternatively, FIJI had the ability to perform, and was ready and
10 willing to do so, but for Ms. Steinbach's material breach of the express oral agreement to permit
11 FIJI Water to use her likeness.

12 56. Ms. Steinbach breached the express oral agreement as described above, including
13 by refusing to permit FIJI Water to use Ms. Steinbach's likeness and by otherwise repudiating the
14 existence of the express oral agreement and her obligations thereunder.

15 57. Ms. Steinbach's breaches constituted material breaches of the express oral
16 agreement.

17 58. As a result of Ms. Steinbach's breaches as referenced above, FIJI was damaged in
18 an amount to be proven at trial.

19 **FOURTH CROSS-CLAIM**

20 **(PROMISSORY ESTOPPEL)**

21 59. FIJI realleges and incorporates by reference paragraphs 1-40 of this Cross-
22 Complaint as if fully set forth herein.

23 60. FIJI alleges that the facts pleaded herein give rise to a cause of action for Breach of
24 Contract, as set forth above. In the alternative, FIJI pleads a cause of action for promissory
25 estoppel as set forth below.

26 61. On multiple instances in both writing and verbally between January 8 and January
27 10, Ms. Steinbach and/or her agents clearly and unambiguously promised FIJI that FIJI had the
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1 authorization to use Ms. Steinbach's likeness in connection with promoting FIJI Water.

2 62. Ms. Steinbach breached that promise by not permitting FIJI Water to use her
3 likeness in its promotional material, including but not limited to its use of cardboard cut-outs at
4 POS locations.

5 63. As described above, FIJI Water reasonably and actually relied upon Ms. Steinbach
6 and/or her agents' promise to permit FIJI to use her likeness.

7 64. FIJI's Water's reasonable reliance upon Ms. Steinbach and/or her agents' promise
8 was foreseeable given that Ms. Steinbach and her agents knew and consented to FIJI's
9 implementation of a national advertising campaign utilizing cardboard cut-outs or other images of
10 Ms. Steinbach's likeness.

11 65. FIJI Water detrimentally relied upon Ms. Steinbach and/or her agents' promise that
12 it had authority to use Ms. Steinbach's likeness, including but not limited to the cost it incurred to
13 create, distribute, implement, and ultimately withdraw the cardboard cut-out advertising campaign
14 at POS locations.

15 66. Injustice can be avoided only by enforcement of Ms. Steinbach and/or her agents'
16 promise to permit FIJI Water to use Ms. Steinbach's likeness.

17 67. As a result of Ms. Steinbach's breaches as referenced above, FIJI was damaged in
18 an amount to be proven at trial.

19 **FIFTH CROSS-CLAIM**

20 **(FALSE PROMISE)**

21 68. FIJI realleges and incorporates by reference paragraphs 1-40 of this Cross-
22 Complaint as if fully set forth herein.

23 69. FIJI alleges that the facts pleaded herein give rise to a cause of action for Breach of
24 Contract, as set forth above. In the alternative, FIJI pleads a cause of action for false promise as
25 set forth below.

26 70. On multiple instances in both writing and verbally between January 8 and January
27 10, Ms. Steinbach and/or her agents clearly and unambiguously promised FIJI that FIJI had the
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1 authorization to use Ms. Steinbach's likeness in connection with promoting FIJI Water.

2 71. Ms. Steinbach did not intend to permit FIJI Water to use her likeness when she
3 and/or her agents made that promise.

4 72. Ms. Steinbach intended that FIJI rely on her promise in order to subsequently
5 attempt to extort nearly a half million dollars from FIJI after it had already deployed its advertising
6 campaign utilizing Ms. Steinbach's likeness.

7 73. FIJI reasonably relied upon the promise made by Ms. Steinbach and/or her agents
8 that FIJI had authorization to use Ms. Steinbach's likeness in deploying its marketing campaign
9 that utilized said likeness.

10 74. Ms. Steinbach and/or her agents intentionally violated her promise by subsequently
11 withdrawing her consent and/or denying she had provided consent to use her likeness.

12 75. As a result of the false promise by Ms. Steinbach and/or her agents, FIJI Water was
13 harmed and its detrimental reliance upon Ms. Steinbach and/or her agents' false promise that it had
14 authority to use Ms. Steinbach's likeness, was a substantial factor in causing FIJI's damages,
15 including but not limited to, the cost FIJI incurred to create, distribute, implement, and ultimately
16 withdraw the cardboard cut-out advertising campaign at POS locations, as well as damages
17 relating to FIJI's loss of goodwill of its customers and business partners and injury to its business
18 reputation.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Defendant and Cross-Complainant FIJI prays for judgment on its
21 Cross-Complaint, as follows:

22 1. That Plaintiff's Complaint be dismissed and that Plaintiff take nothing from
23 Defendants under the claims alleged in the Complaint;

24 2. For compensatory damages against Cross-Defendant Kelly Steinbach in the amount
25 to be proven at trial;

26 3. For its market-rate attorneys' fees and costs of suit incurred herein; and

27 4. For such other relief as the Court may deem proper.
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1 DATED: February 8, 2019

ROLL LAW GROUP PC

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3 By: 
4 J. P. Pecht
5 Attorneys for Cross-Complainant and Defendant
6 FIJI Water Company LLC
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